

GUN RANGE LEASE AGREEMENT

THIS AGREEMENT made and entered into \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the DEPARTMENT OF ENVIRONMENTAL QUALITY, a subdivision of Idaho State Government, acting by and through its Director, TONI HARDESTY, 1410 North Hilton, Boise, ID, 83706-1255, hereinafter referred to as the Lessor, and SHOSHONE COUNTY, a political subdivision of the State of Idaho, 700 Bank Street, Wallace, ID, 83873, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS the Lessor is the vested owner of the following described real property located in Shoshone County, Idaho:

A portion of the Sections 10 and 11,  
Township 48 North, Range 2 East, Boise  
Meridian, Shoshone County, Idaho,  
referred to as Assessor's parcel No. 3200,  
and more specifically described in that  
certain deed dated March 2, 1922, and  
recorded as instrument number 58685, records  
of Shoshone County, in Book 55 of Deeds, at  
page 585.

hereinafter referred to as the Subject Property, and

WHEREAS the Lessee desires to construct and operate upon the Subject Property a regional law enforcement firearms training site, that will be open to the public, hereinafter referred to as the Gun Range, and

WHEREAS the Lessor feels that the use of the Subject Property for such a public safety benefit and public recreational use is consistent with the policies of Governor Dirk Kempthorne for remediated properties received by the Lessor from the United States Government pursuant to 42 USC 9604.(j) and I.C. 39-107A.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. CONSIDERATION: The Lessor agrees to lease the Subject Property to the Lessee for the purposes of constructing and operating a regional law enforcement firearms training site (Gun Range), open to the public, for the sum of ONE DOLLAR (\$1.00) per year, for the term of the lease or until termination, whichever shall first occur.

2. TERM: The term of the lease shall be for ten years, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2005, and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

3. APPROVALS & IMPROVEMENTS: The Lessee shall be responsible for acquiring all approval and permits for said Gun Range, and shall be responsible for all costs associated with the construction and operation of said Gun Range. The Institutional Controls Program (ICP), shall be complied with for all projects requiring excavation and/or grading. The Lessee, its agents, assigns and licensees must submit proper site improvement plans to the Lessor and local land use officials, the Panhandle Health District a minimum of \_\_\_\_ days before beginning work

4. USE BY LAW ENFORCEMENT AGENCIES AND THE PUBLIC: The Lessee may and shall allow other law enforcement agencies to use the Gun Range, and shall have such agencies execute a hold harmless and indemnification agreement. It is the understanding of the Lessor that the Shoshone County Sheriff's Office will facilitate the coordination of all construction, operations, and maintenance of the Gun Range, utilizing an appointed board of members representing local law enforcement agencies, the Idaho Department of Fish & Game, local National Rifle Association (NRA) instructors, and individuals from the local sportsman club. The Gun Range must be open to the public. The hours of operation shall be established by the appointed board. Local law enforcement agencies shall assist the Lessor and the State of Idaho with the controlling of access to hillside areas and sensitive vegetation plots by all terrain vehicles (ATV's) and motorcycles.

5. ENVIRONMENTAL ISSUES: The Lessee shall be responsible for the proper handling of potential lead contamination associated with lead bullets. The Lessor and its agents or assigns shall be allowed access to and through the Subject Property, including temporary closure of the Subject Property, to maintain or improve past environmental remediation efforts or gain access to water supply components.

5. INDEMNIFICATION: The Lessee shall hold harmless the Lessor from any and all liability associated with the operation of the Gun Range, and hereby agrees to indemnify the Lessor.

6. INSURANCE: The Lessee shall obtain and remain in force sufficient liability insurance as the Lessor may direct, with the Lessor included as an additional insured.

7. COMPLIANCE WITH LAWS: The Lessee and its assigns shall at all times comply with any and all laws regulating the operation of a gun range.

8. TERMINATION: This Lease Agreement shall terminate upon mutual agreement, the expiration of the above-described term, or earlier in the event that the Lessee abandons the use of the Gun Range, or any permit for operation of the Gun Range becomes invalid. Abandonment is defined as non-use for \_\_\_\_ consecutive days. Upon termination of the lease term the Lessee shall be responsible for removing all site improvements. Termination based upon mutual agreement and/or for cause shall be based upon written notification given no less than \_\_\_\_ days in advance.

9. ENTIRE AGREEMENT: This is the entire agreement of the Parties and can only be modified in writing.

10. APPLICABLE LAW: The laws of the State of Idaho shall govern the rights and obligations of the Parties pursuant to this Agreement.

11. JURISDICTION AND VENUE: Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District for the State of Idaho.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

DEPARTMENT OF ENVIRONMENTAL QUALITY  
a subdivision of State government

By: \_\_\_\_\_,  
Toni Hardesty, Director

SHOSHONE COUNTY  
a subdivision of State government

By: \_\_\_\_\_,  
Chairman, Shoshone County Commissioners